IN THE HIGH COURT OF BOMBAY AT GOA

WRIT PETITION NO. 130 OF 2005

MAHALSA SERVICES,THROUGH ITS PROPRIETOR ....Petitioners

Versus

DEAN,GOA MEDICAL COLLEGE AND 2 ORS., ...Respondents

Shri A. N.S. Nadkarni with Shri H. D. Naik, Advocates for the petitioner.

Shri M. S. Joshi, Government Advocate for the respondents No.1 and 4.

Shri S. N. Joshi, Advocate for the respondent No.3.

Coram:- R. M. LODHA &
N. A. BRITTO, JJ.

Date:- 5th September, 2005

P.C.

Heard Mr. Nadkarni, the learned Counsel for the petitioner, Mr. M. S. Joshi, the learned Government Advocate for the respondents No.1 and 4 and Mr. S. N. Joshi, the learned Counsel for the respondent No.3.

2. The petitioner has approached this Court aggrieved by the action of the respondents No.1 and 4 in issuing the work contract to the respondent No.3 of mechanized sweeping and swabbing of Goa Medical College & Hospitals, Bambolim-Goa. Though diverse contentions have been raised in the writ petition about the eligbility of the respondent No.3, in the light of the facts that we may advert to immediately hereinafter, we are satisfied that no interference is called for in the present writ petition.

3. By tender notice dated 23.9.2004, the Office of the Dean, Goa Medical College & Hospitals, Bambolim, Goa invited tenders on behalf

the Government of Goa for the annual contract of mechanized sweeping and swabbing of Goa Medical College & Hospitals, Bombolim-Goa. The technical bids were opened on 15.10.2004. The price bids were opened on 7.1.2005. The respondent No.3 was issued work order on 4.3.2005. By now half of the contract period is already over. Even if some merit is found in the contention of the petitioner about the eligibility of the respondent No.3 at this distance of time, it would not be proper to disturb the contract. If the contract awarded to the respondent No.3 is held to be bad in law, obiviously the fresh process for contract will have to start and that would take time. During this time, sweeping and swabbing of the Goa Medical College and Hospitals will be necessary and the present arrangement will have to be continued. By that time, the period of contract to the respondent No.3 shall be over. In this view of the matter, we are satisfied that in the extraordinary jurisdiction of this Court no case for interference in the award of the contract to the respondent No.3 is made out. However, we make it clear that on expiry of the annual contract period effective from 4th March, 2005, the contract awarded to the respondent No.3 shall not be renewed/extended and the process for award of the annual contract of mechanized sweeping and swabbing of Goa Medical College & Hospitals, Baombolim-Goa shall be initiated by the concerned authorities well in advance so that the fresh contract can start on the expiry of the one year from the existing contract.

With the aforesaid observations, the writ petition is disposed of.

R. M. LODHA, J.

N. A. BRITTO, J.